1 BILL NO. S-83-07-03 SPECIAL ORDINANCE NO. S- 137-83 2 AN ORDINANCE approving Civil City 3 Purchase Order #A-27387 by the City of Fort Wayne by and through its Board of Aviation and the Department of Purchasing with Aviation Systems, 5 Inc. 6 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA: 8 9 SECTION 1. That Civil City Purchase Order #A-27387, between the City of Fort Wayne, Indiana, by and through its Civil 10 City Purchasing Agent and the Board of Aviation and the Depart-11 ment of Purchasing with Aviation Systems, Inc., respectfully for: 12 13 the awarding of the quote with respect to the purchase of one (1) non-directional 14 beacon installed at Smith Field for the Board of Aviation of the City of Fort Wayne, Indiana; 15 involving a total cost of Fourteen Thousand Four Hundred Twenty 16 and No/100 Dollars (\$14,420.00), all as more particularly set 17 forth in said Purchase Order, which is on file in the Office of 18 the Department of Purchasing, and is by reference incorporated 19 herein, made a part hereof, and is hereby in all things ratified, 20 confirmed and approved. 21 SECTION 2. That this Ordinance shall be in full force 22 and effect from and after its passage, and any and all necessary 23 approval by the Mayor. 24 25 Mark 26 Councilmember 27 APPROVED AS TO FORM AND LEGALITY 28 29 30 Bruce O. Boxberger, City Attorney 31 32

Read the	first time in	n full and o	on motion by	Ginde	unta
by title and r	eferred to the	ne Committee	d duly adopted,	read the	(and the City
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STATE BOARD OF ACCOUNTS FOR CITY UTILITIES AND CIML CITY OF FORT WAYNE 1980 27387 DEPARTMENT OF PURCHASES NUMBER ONE EAST MAIN STREET, ROOM 940 FORT WAYNE, IN 46802 DATE 07/06/83 MAIL ALL CORRESPONDENCE, CLAIM VOUCHERS, ETC., TO: REQ. NO. 00159 THE ABOVE INFORMATION MUST APPEAR ON ALL INVOICES, BILLS OF LADING, DELIVERY TICKETS, PACKAGES AND CORRESPONDENCE. BOARD OF AVIATION 840 BAER FIELD, ROOM 209 FORT WAYNE IN 46809 INVOICE IN DUPLICATE xx CIVIL CITY AVIATION SYSTEMS, INC. 0616-01 P.O. BOX 12753 OVERLAND PRK KS 66212 CITY UTILITIES DELIVER TO: DEPART-MENT OR DIVISION BOARD OF AVIATION BAER FIELD, ROOM 209 APPROPRIATION 1-20-120-0FF-C4-423 FORT WAYNE IN 46809 C027387 YT N/A CASH DISCOUNT TERMS % IF PAID WITHIN DAYS FROM DELIVERY AND ACCEPTANCE OF GOODS OR PERFORMANCE OF SERVICES. (DEDUCTION FOR DISCOUNT SHOWN BELOW) MATERIALS, SUPPLIES OR SERVICES UNIT PRICE AMOUNT TAX EXEMPT (UNLESS OTHERWISE INDICATED) 4 EA #001 PER WRITTEN QUOTE \$773 14420.00 14420.00 VISTA MODEL VB-50 NOB WITH STANDARD SYMMETRICAL "T" ANTENNA TO BE INSTALLED AT SMITH FIELD TOTAL: \$14,420.00 SUBJECT TO COUNCILMANIC APPROVAL: ORDINANCE NO:_____ DATE: FOR INFORMATION: CONTACT PURCHASING 219-427-1101 TOTAL 14420.00

COMPLIANCE WITH THE DELIVERY DATE RE-QUESTED WILL AVOID "FOLLOW UP" CORRE-SPONDENCE. TINATION SPECIFIED

UNLESS OTHERWISE INDI-CATED THE PRICES SHOWN INCLUDE ALL CHARGES FOR DELIVERY, PACKING, ETC., NECESSARY TO COM-PLETE DELIVERY TO DES-

NOTE

READ INSTRUCTIONS ON THE BACK OF THIS ORDER

THE CONTRACTOR OR VENDOR, BY ACCEPTING THIS ORDER, AGREES TO THE GENERAL CONDITIONS AND TERMS OF AGREEMENT ON THE BACK OF THIS ORDER.

UNLESS OTHERWISE INDICATED, THE PRICES SHOWN DO NOT IN-CLUDE <u>TAXES</u> OF ANY KIND.

EXEMPTION BLANKS WILL BE FURNISHED WHEN NECESSARY.

INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER 034508-03 I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT THIS ORDER IS AUTHORIZED BY A PROPERLY EXECUTED AND APPROVED REQUISITION ON FILE IN THIS OFFICE.

IF THIS ORDER DOES NOT AGREE WITH YOUR OUO-TATION KINDLY RETURN IT WITH AN EXPLANA-TION.

HERBRY CERTIFY THAT THE COST OF THE ABOVE PURCHASE IS FULLY COVERED BY INCUMBERED BALANCES IN THE ABOVE FUNDS AND THAT THE EXPENDITURE THERE-ORE HAS BEEN DULY AUTHORIZED AND APPROPRIATED.

DIRECTOR OF PURCHASES

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Reynolds +Reynolds DAYTON, OHIO LITHO IN U.S.A.

City of Fort Wayne

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AS IS ONLY AN INVITATION TO QUOTE AND NOT AN ORDER. THE ABOVE QUOTES ARE SUBMITTED IN ACCORDANCE WITH THE REGULATIONS ON THE REVERSE SIDE OF THIS SHEET.

City of Fort Wayne PLEASE INDICATE THIS NUMBER DEPARTMENT OF PURCHASES ON ALL CORRESPONDENCE. NUMBER ONE EAST MAIN STREET ROOM 940 FORT WAYNE, IN 46802 OUOTE WILL BE RECEIVED AT DATE OF REQUEST Sealed Bids PAGE Quotations 3-30-83 4/12/83 SUMMARY OF QUOTES Item # 1 TO Corning Glassworks 1 Houghton Park 2 Corning, New York 14830 3 4 TO Amglo 5 5255 Michigan Ave. Rosemont Ill. 6 60018 7 8 TO Crouse-Hinds P. O. Box 4899 QUOTATIONS WILL BE OPENED IN ACCORDANCE TO RULES Syracuse, New York AND REGULATIONS ON THE REVERSE SIDE OF THIS SHEET. 13221 RESPECTFULLY, QUANTITY UNIT DESCRIPTION 1 Pmt. NON-DIRECTIONAL BEACON INSTALLED AT SMITH FIELD PER ATTACHED SPECS. OR THE EQUIVALENT PLEASE SEND LITERATURE ON TYPE QUOTING AND COMPLETE BREAKDOWN OF PRICING PRICE QUOTED: F.O.B. DELIVERY: BRAND:

THIS IS ONLY AN INVITATION TO QUOTE AND NOT AN ORDER THE ABOVE QUOTES ARE SUBMITTED IN ACCORDANCE WITH THE REGULATIONS ON THE REVERSE SIDE OF THIS SHEET.

SIGNATURE OF BIDDER:

DATE:

DEPARTMENT OF PURCHASES NUMBER ONE EAST MAIN STREET ROOM 940

PLEASE INDICATE THIS NUMBER ON ALL CORRESPONDENCE.

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City Of TOTE Wayle

DEPARTMENT OF PURCHASES
NUMBER ONE EAST MAIN STREET ROOM 940

NUMBER ONE EAST MAIN STREET ROOM 940 FORT WAYNE, IN 46802

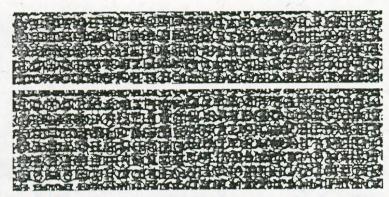
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TO

Aviation Systems, Inc. P.O. Box 12753 Overland Park, Ks. 66212



SIGNATURE OF BIDDER:

The Contractor and his sub-contractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his race, color, religion, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

REQUEST FOR QUOTATION THIS IS NOT AN ORDER

PLEASE OUOTE BELOW LOWEST PRICES, WHICH MUST INCLUDE ALL DELIVERY CHARGES (INCLUDING FREIGHT, PARCEL POST AND EXPRESS) UNLESS OTHERWISE SPECIFIED, FOR PURCHASING MERCHANDISE OR SERVICE DESCRIBED BELOW.

OUOTATIONS WILL BE OPENED IN ACCORDANCE TO RULES AND REGULATIONS ON THE REVERSE SIDE OF THIS SHEET. RESPECTFULLY,

DESCRIPTION NON-DIRECTIONAL BEACON INSTALLED AT SMITH FIELD PER 1 Pmt ATTACHED SPECS. OR THE EQUIVALENT PLEASE SEND LITERATURE ON THE TYPE QUOTING AND COMPLETE BREAKDOWN OF PRICING F.O.B. Fort Wayne Refer to attached proposal PRICE QUOTED: BRAND: Vista or Nautel DELIVERY: 60 days ARO TH'S IS ONLY AN INVITATION TO QUOTE AND NOT AN ORDER. THE ABOVE QUOTES ARE SUBMITTED IN ACCORDANCE WITH THE REGULATIONS THE REVERSE SIDE OF THIS SHEET.

VENDOR 2

April 21, 1983



City of Fort Wayne
Department of Purchases
Room 940 City-County Bldg.
One Main Street
Fort Wayne, Indiana 46802

April 21, 1983

Dear Sir:

Thank you for the opportunity to quote our fine product line of NDBs to your City. ASI has two different products to offer your City's Airport. The key features of each system are summarized below.

VISTA. This is an all solid-state beacon capable of up to 50-watt output with good reliability, as demonstrated at hundreds of installations. The product is approved by the FAA under FAR part 171 for non-federally owned and operated facilities. The system is ideal for those airport sponsors who want a good NDB for the money, recognizing that the FAA would never take over the facility nor maintain it.

NAUTEL. These products manufactured by Nautel are of very modern design. The transmitters are all solid state systems which have been purchased by the U.S. Government in large quantities. The system meets a stringent FAA specification, FAA Type FA9782, and has hermetic semiconductors throughout. These units have common spares with NDBs the FAA owns and operates. This makes the Nautel systems eligible for FAA takeover if other criteria are met. In federally funded NDB projects, the Nautel beacon has been the only acceptable product.

ANTENNA AUTO TRACK. The auto track feature of this equipment is excellent. It will accommodate a wide range of antenna and ground conductivity variations caused by weather and other moisture-related changes. The recent rain and moisture experienced across the country causes the equipment you specified to shut down, whereas the Nautel units stayed on the air. This system provides the best in reliability and availability.

VOICE MODULATION. The Nautel transmitter is capable of voice modulation, which means that you may add at a later date, voice transmission of weather or other airport area advisory information. We know of no other 50-watt solid-state beacon with this capability.

BATTERY BACKUP. Emergency battery backup is an important feature of this equipment. If the primary power to your facility fails, the standby battery power system automatically keeps it on the air for several hours. When the primary power is normal, the batteries are maintained in a charged status for emergency use. Many times a primary power failure will cause a station outage requiring the maintenance technician to travel to the facility to restore it to service. Our experience is that the battery back-up has saved customers thousands of dollars by avoiding loss of navigation service and wasted technician visits to the site.

ANTENNA SYSTEMS. If land is available, ASI recommends the use of a symmetrical "T" antenna 56 feet high. We have utilized this system and know that this antenna is far superior to the 50-foot mast antenna in the bid specification. The land required for a symmetrical "T" is 250 by 120 feet.

NAUTEL MAST ANTENNA. Where real estate is a problem, a 35-foot self-supported mast antenna takes 120 by 120 feet and requires no guys. If you wanted to fence in the antenna area, the enclosure could be as small as 10 by 10 feet. Moisture variations demand a high performance antenna tuning unit to keep the system on the air. The Polestar antennas we supply have a built-in antenna tuning system which works very well and keeps the antenna impedance optimum during weather and moisture changes.

We have found the 50-foot mast antenna to be unacceptable when coupled with the manufacturer's equipment specified. We have had to increase antenna length up to 70 feet in order for their tuning unit to operate satisfactorily. We know of other sites where the 50-foot mast antenna coupled with the equipment you have specified has shut down during moisture changes. We can supply names of customers on request to confirm this. The 35-foot tuned-to-frequency Nautel antenna we are offering is more efficient than the 50-foot mast specified, but not as efficient as our 56-foot Symmetrical "T" antenna.

ANTENNA GROUND SYSTEMS. ASI offers a 3000-foot ground radial system using #10 bare copper wire and 8-foot copper clad ground rods for each of our antenna systems. This is twice the ground system usually offered by our competitors and one size larger wire size. We do this because we believe our installation should last the life of the electronics. The lighter weight wire the competition usually uses deteriorates much faster and thus will have to be replaced sooner.

SHELTERS. The equipment shelter offers maintenance personnel protection from the elements, provides security and also provides a place to store spare parts, tools, test equipment, documentation and other necessary items used to maintain the navaid facility. ASI offers a simple 4 foot by 6 foot wooden fabricated shelter which is relatively inexpensive compared with the convenience it will offer to the maintenance technician.

INSTALLATION. The installation quotation is actually contained in two parts. The first is the normal installation activity, which can be estimated accurately and offered to you as part of our fixed-price bid. The second part is the FAA-witnessed ground and flight inspection. Sometimes the FAA has difficulty scheduling these activities, especially the flight check. It is very wasteful of our time to remain on site after the installation is complete, waiting for the FAA inspections. For this reason, we have offered a man/day rate plus travel expense for this activity. This keeps the cost to a minimum because the customer and the FAA can decide when ASI is needed and then know how much it will cost. More importantly, we don't think ASI's services will be needed for the FAA flight test and possibly not for the ground inspection. The customer's maintenance technician will be trained by ASI on-site and should be capable of operating the equipment during these FAA activities.

DELIVERY SCHEDULE. The proposed equipment is in current production. Relatively short delivery can be accommodated. Plan on a 60-day delivery after a firm order is received by ASI in Overland Park. Faster delivery could possibly be accomplished at the time the order is placed. Once on site, the ASI installation crew will take about 20 days to have the facility on the air.

Thank you again for the opportunity to quote our equipment and installation services to your City. Should you have any questions concerning this quote, please give me a call. In my absence, ask for Mr. Al Cowan or Mr. Earl Long.

Sincerely yours,

AVIATION SYSTEMS, INC.

David A. Ferron

President

Enclosures: Quotation/Purchase Agreements

and a. Ferm

Product Brochures
Installation S.O.W.

Contract Terms and Conditions

AVIATION SYSTEMS INC

QUOTATION/PURCHASE AGREEMENT VISTA MODEL VB-50 NDB WITH STANDARD SYMMETRICAL "T" ANTENNA

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1 5	ASI-63000 .	3000-100	T GROUND RADIAL BACK-UP SYSTEM	SYSTEM	1 1	
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AVIATION SYSTEMS INC

QUOTATION/PURCHASE AGREEMENT NAUTEL 50 WATT NDB (EQUIVALENT TO FAA TYPE FA9782) STANDARD SYMMETRICAL "T" ANTENNA

PREPAREI	D FOR: CITY	OF FORT WAYNE, INDIANA QUOTE No	. <u>8346A</u>			
DEPARTMENT OF PURCHASES ADDRESS: ROOM 940 CITY-COUNTY BLDG.						
	ADDRESS: ONE MAIN STREET					
CITY, ST	,ZIP: <u>FORT</u> !	NAYNE, INDIANA 46802				
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DATE		DATE				

AVIATION SYSTEMS INC

QUOTATION/PURCHASE AGREEMENT NAUTEL 50 WATT NDB (EQUIVALENT TO FAA TYPE FA9782) WITH POLESTAR HIGH EFFICIENCY 35' ANTENNA

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: 3	NBR-1	ANTENNA WITH AUTO TUNE		1	;
	NLA-1	BEACON MONITOR RECEIVER CONTRACTIVE LOOP ANTENNA		1	;
		3000-FOOT GROUNDING KIT	j	1	;
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STATEMENT OF WORK INSTALLATION OF 50 WATT NOB WITH ANTENNA

CONTRACTOR'S RESPONSIBILITIES.

- 1. PROVIOE EQUIPMENT AS LISTEO ON THE QUOTATION/PURCHASE AGREEMENT.
- 2. INSTALL THE ANTENNA SUPPORTS WITH FIBERGLASS INSULATORS INCLUOING GUY WIRES, GUY ANCHORS AND GUY GRIPS, IF GUYS ARE NECESSARY.
- 3. CONNECT THE BATTERY BACKUP SYSTEM FOR THE TRANSMITTER.
- 4. INSTALL THE NON-DIRECTIONAL BEACON IN ACCORDANCE WITH GOOD CONSTRUCTION STANDARDS.
- 5. PROVIDE ON-SITE "HANDS-ON" TRAINING FOR THE NOB MAINTENANCE TECHNICIAN. TRAINING WILL INCLUDE EQUIPMENT DEMONSTRATION AND OPERATION.
- 6. INSTALL THE GROUNO RADIAL SYSTEM.
- 7. PROVIDE CONCRETE, REINFORCEMENT ROD, FORMS AND ALL OTHER CONSTRUCTION MATERIALS.
- 8. PROVIDE AND CONNECT POWER CABLE INTO THE BEACON FROM THE CUSTOMER-SUPPLIED POWER SOURCE.
- 9. TUNE AND ALIGN TRANSMITTER TO THE ANTENNA.
- 10. TUNE AND ALIGN TRANSMITTER INTERNAL MONITORING SYSTEM.
- 11. INSTALL REMOTE MONITOR RECEIVER AT CUSTOMER'S REMOTE MONITORING SITE.
- 12. PERFORM SITE CLEANUP AS REQUIREO.
- 13. PERIODICALLY REPORT TO CUSTOMER THE INSTALLATION STATUS.
- 14. PERFORM TOTAL SYSTEM OPERATIONAL TEST.
- 15. COLLECT AND REPORT FACILITY DATA TO CUSTOMER.

STATEMENT OF WORK (CONTINUED)

OWNER'S RESPONSIBILITIES

- 1. PROVIOE A STATION LICENSE FOR THE FACILITY.
- 2. PROVIOE POWER TO THE NOB SITE; 110 VOLT 30 AMP SERVICE, SINGLE PHASE WITH QUICK DISCONNECT AND METER (IF REQUIRED BY LOCAL CODES). THE LAST 200 FEET SHOULD BE UNDERGROUND.
- 3. PROVICE FOR SITE PREPARATION (IF REQUIREO). THIS INCLUCES ANY CLEARING, GRACING, LANC FILL, TREE REMOVAL, BOULOER REMOVAL, ROOT REMOVAL OR OTHER SITE IMPROVEMENTS NECESSARY TO ALLOW ASI TO INSTALL THE NOB WITHOUT HINORANCE. IN GENERAL THE SITE SHOULO SUPPORT VEHICULAR TRAFFIC.
- 4. PROVICE ALL LOCAL BUILDING AND/OR CONSTRUCTION PERMITS.
- 5. PROVICE A MAINTENANCE TECHNICIAN WITH A MINIMUM SECONO CLASS FCC RADIOTELEPHONE LICENSE FOR ASI'S HALF-OAY ON-SITE TRAINING CLASS.
- 6. PROVIDE ALL WEATHER ACCESS TO THE EQUIPMENT SITE.
- 7. PROVIOE A LOCATION FOR THE INSTALLATION OF THE REMOTE ALARM RECEIVER, AND PROVIOE POWER TO WITHIN 4 FEET OF THE RECEIVER LOCATION.

AVIATION SYSTEMS, INC.
P.O. BOX 12753
OVERLAND PARK, KANSAS 66212
U.S.A.
(913) 648-5313

CONTRACT TERMS AND CONDITIONS

GENERAL PROVISIONS

These CONTRACT TERMS AND CONDITIONS apply to any contract that they are referenced by, unless specifically excluded in the referenced Quotation/Purchase Agreement and/or referenced Statement of Work.

TITLE TO PRODUCTS

Title shall pass to Purchaser upon delivery to a common carrier at the contractor's main office, unless other wise provided in the contract. The Purchaser shall bear all risk of loss in transit and all charges for shipping unless otherwise provided in the contract.

PACKAGING AND PACKING

Unless otherwise specified in the Statement of Work and priced on the equipment lists, the equipment purchased shall be packaged and packed for Domestic shipments.

PRICE CHANGE

The price quoted on the cover letter or attached equipment list are subject to change without notice if acceptance is not received by the contractor prior to the expiration of the validity date given in the offer.

PAYMENT TERMS

A. Equipment

- 1. Payment shall be due C.O.D. when delivered to the site unless credit terms have been arranged and so stated on the Quotation/Purchase Agreement.
- 2. Should the customer request split or partial shipments, payment shall be due for each partial shipment from the factory. The Contractor will determine equitable prices for partial shipment if not stated on original order.

Rev. 1/24/1983.

3. Any changes or variations to the preceding payment terms are subject to approval by the Contractor who reserves the right to suspend production, shipment or installation until satisfactory arrangements are made.

B. Services

- 1. Payment for installation services shall be due, net 10 days, after completion of installation. Installation is considered complete upon concurrence by Purchaser's representative that the work is satisfactory at time of installation or by written notification by the Contractor in the absence of Purchaser's on site inspection. For projects requiring more than 30 days to complete, the contractor has the right to invoice for progress payments.
- 2. The Contractor may invoice Purchaser for equipment cost at the time of delivery of equipment, when the contract calls for Contractor installation.
- C <u>Late Payments</u>. If payment is not received when due, in accordance with the payment terms of this contract, a penalty of 3% per month on the unpaid balance will be charged.

TAXES AND FEES

Contractor's offer includes no costs for taxes, licenses or fees. Any fees, taxes or licenses shall be for the account of the Purchaser.

TERMINATION

- A. Termination of this agreement may be effected by mutual concurrence of both parties. A termination initiated by the Purchaser shall be at no cost to the Contractor and shall require the Purchaser to reimburse the Contractor for all non-recoverable espenses (including overhead, General and Administrative expenses and reasonable profit) expended by the Contractor up to the date of the termination.
- B. A termination initiated by the Contractor shall be governed by the clause "DELAYS IN PERFORMANCE" which follows.

DELAYS IN PERFORMANCE

A. Contractor's performance hereunder shall be excused by acts of God, insurrections, riots, fires, war, and warlike operations, explosions, accidents, governmental acts, acts of the public enemy, epidemic, strikes and labor disputes, inability to obtain material, and laws, regulations, or restrictions of the Government of the Purchaser, or the Government of the United States or a State

Government. The Contractor's performance shall be excused by all other matters not listed above which are beyond the control of the Contractor and which would affect the ability of the Contractor to perform the contracted work.

- B. In the event performance hereunder by the Contractor becomes impossible or is dalayed by reason of a cause or causes referred to in the paragraph above, the parties agree to consult with each other with respect to agreements to extend the time for performance, but if no such agreement is reached within a reasonable time (not to exceed six months) following the actual occurrence of such causes, then this Agreement may be terminated by notice in writing by the Contractor, and the Purchaser will reimburse the Contractor for all non-recoverable expenses (including overhead, General and Administrative expenses and reasonable profit) expended by the Contractor up to the date of the termination.
- C. If for any reason outside of the reasonable control of the Contractor, the Contractor is unable to deliver or install the equipment within six months from the date of this contract then the Contractor reserves the right to adjust its prices consistent with its current pricing for installation and equipment. The above shall include but not be limited to the Purchaser not having access to the site or the lack of an FCC station operating license.
- D. FCC station licenses are to be provided by Purchaser to the Contractor prior to operation of the facilities. Lack of an FCC station license may be cause for delay of delivery of equipment and installation.

LIMITED WARRANTY

- A. The Contractor warrants that all services performed by it to be free from defects in workmanship, and that the work performed was in accordance with the specified Statement of Work and accepted industry standards for a period of 60 days after completion of the ground inspection, or 30 days after completion of flight inspection, whichever occurs earlier. The obligation of the company shall be limited to repairing or replacing any material damaged or destroyed by the Contractor and correcting any deficiencies in the contracted for services at its own expense.
- B. The Contractor is not liable for any damages or personal injury resulting directly or indirectly from the design, material, workmanship, or installation of any of its products or its suppliers, following the FAA ground inspection.
- C. The Purchaser shall not use or authorize anyone to use the aeronautical facilities being installed prior to formal acceptance by the FAA or competant government authority.

- D. The Contractor does not offer or provide any warranty prior to acceptance by the FAA or competant government authority and after acceptance, only then shall that warranty listed in the paragraph titled LIMITED WARRANTY become effective.
- E. The Contractor neither assumes nor authorizes any persons or employees to assume for it any other liability in connection with its products or services.
- F. The Contractor reserves the right to make product improvements and changes at no cost to the Purchaser without notice to the Purchaser.
- G. Equipment not manufactured by the Contractor shall be subject to the original manufacturer's warranty and such warranties shall be surrendered to the Purchaser as required by the contract or Purchase Agreement.
- H. The Contractor warrants its installation to be in accordance with applicable FAA requirements and good engineering practice for a period of 30 days following ground and flight inspection.
- I. The foregoing warranty is exclusive and is given and accepted in lieu of any and all other warranties, expressed or implied, including without limitation any implied warranties of merchantability and fitness for a particular purpose. The remedies of the Purchaser shall be limited to those provided herein. In no event will the Contractor be liable for collateral or consequential damages or for any other costs.

INSPECTION

- A. Source inspection of goods, if desired by the Purchaser, must be made at least one week prior to the scheduled shipment at point of manufacture, and shall consist of inspection of completed assemblies only.
- B. Inspection of goods at the installation site shall be done within 24 hours of the arrival of Contractor's installation personnel.
- C. Inspection of installation services must be done following completion of installation and within 24 hours of notification by the Contractor's representative that installation is complete.

DRAWINGS

Drawings furnished by the Contractor prior to contract award are to be considered preliminary and are submitted only to demonstrate general style, arrangement, and approximate dimensions.

No work shall be based upon preliminary drawings and nothing herein shall be interpreted as an agreement to furnish detailed shop or working drawings, and "as built" drawings, unless such drawing requirements are defined in the Statement of Work and priced accordingly.

CHANGES AND ADDITIONAL WORK

The Purchaser may make written changes or additions to the contract. Said changes must be in writing and within the general scope of the Agreement and within the capacity of the Contractor to perform and shall include specifications, drawings, statement of work, and the terms and place of delivery. The order must be signed by authorized representatives of both parties.

ARBITRATION

The parties hereto agree that any difference or dispute in the interpretation of or in the performance of this Contract which cannot be settled by mutual agreement will be submitted to the American Arbitration Association for resolution in the State of Kansas.

TRENCHING

The Purchaser shall be liable for delays and extra costs caused by unspecified rock, under ground pipe and buried cable which impede the progress of the installation.

PATENTS

The Contractor makes no warranty respecting infringement by any U.S. or foreign patent or patent rights by the manufacture, sale or use of any product, or component part sold herein.

PERMITS, RELEASES, CLEARANCES, ETC.

A. Purchaser shall provide all permits, releases, clearances, exemptions or documentation relating to any duties, taxes, levies, or other public charges levied or imposed on the ordered services, facilities, equipment, or materials, including all evidence of payment or waiver thereof, and if any such charge is payable, the same shall be paid or reimbursed to the Contractor, by the Purchaser as due in order to expedite completion of construction or installation.

B. Purchaser shall provide all permits, licenses, all-weather access, right or way, easements and property rights for execution of surveys or for installation, and construction, and use of cables, control lines and other facilities or equipment required to be used or installed by the Contractor.

C. Purchaser shall be responsible, after receiving delivery of the equipment, for off loading the shipment, proper storage and security from vandalism and the elements, and shall assume all risk of loss or damage to the material, during the installation.

BENEFICIAL OCCUPANCY

When the Purchaser is receiving complete or partial utilization of the equipment and services supplied by the Contractor, beneficial use shall be deemed to be in effect. If for any reason, payment is overdue, the Contractor reserves the right to notify the Purchaser that this "Beneficial Occupancy" clause is being invoked, whereupon interest shall be charged in accordance with paragraph "PAYMENT TERMS, C. Late Payments".

TRAINING AGREEMENT

- A. The Contractor will furnish training instructors, and/or training materials for Purchaser's trainee(s), when training is stipulated in the Statemant of Work or stated in the Quotation/Purchase Agreement.
- B. Failure by the Purchaser to furnish a qualified trainee in time to meet the Contractor's training schedule, or failure by the Purchaser's trainee to: (1) successfully complete the training course; or (2) successfully pass an FAA certification examination shall be at the Purchaser's risk and shall not be cause for witholding payment to the Contractor for furnished equipment and/or installation services that would otherwise be due and payable.
- C. Training (If purchased) shall be on site, during the installation, unless otherwise arranged.
- D. All Purchaser's trainee(s) are subject to prequalification testing and acceptance by the Contractor.
- E. Purchaser shall be solely responsible for all of its representatives being ready for training, which includes trainee(s) salary, travel expenses, and living costs, as well as liablility for workman's compensation, accidents, etc while at the contractor's facility or while undergoing on the job training at the site.
- F. All Purchaser's representatives being trained shall abide by all rules and regulations of the Contractor during the training period.

COMPLETE AGREEMENT

No CONTRACT TERMS AND CONDITIONS, other than those stated herein, shall be binding on the Contractor unless incorporated herein and stated in the referenced Quotation/Purchase Agreement or Statement of Work. This agreement shall be governed by the Laws of the State of Kansas.

NAUTEL MAINE MANUFACTURER'S WARRANTY

- A. Manufacturer guarantees all mechanical and electrical parts of the equipment for a period of one year from date of installation, but not exceeding two years from the date of delivery.
- B. A "part failure" shall be deemed to have occurred when the part has become defective, or does not have the characteristics required for the specific equipment performance:
 - (i) When the equipment is operating within the normal service conditions, and
 - (ii) When the equipment is installed and adjusted according to Manufacturer's procedures as stated in the Instruction Manual.
- C. The Manufacturer shall provide replacements for all "parts" at no cost to the Customer when they become defective during the warranty period, and upon the return of the defective part to the Distributor.
- D. In the event that a "part" fails during the warranty period and causes damage to a sub-assembly which cannot be readily repaired in the field, the entire sub-assembly so damaged may be returned to the Distributor for repair. The repairs will be made without cost to the customer.
- E. The Manufacturer or Distributor shall have the privilege of investigating whether failures have been caused by factors beyond his control.
- F. Where free replacements or repairs are provided under items (C) and (D), the Manufacturer shall pay that part of the shipping costs incurred in returning the component/ sub-assembly to the Distributor.
- G. The warranty shall run with the equipment and shall apply both to Distributor and to any party the Distributor has resold the equipment to.
- H. The Manufacturer shall have the option of having the Distributor perform warranty repair service.

City of fort wayne

DEPARTMENT OF PURCHASES

NUMBER ONE EAST MAIN STREET ROOM 940 FORT WAYNE, IN 46802

PLEASE INDICATE THIS NUMBER ON ALL CORRESPONDENCE.

QUOTE NO:

DATE OF REQUEST

TO

3-30-83

7706

Quotations

Southern Avianics P.O. Box 53456 Beaumont, Texas

Seated Bids

WILL BE RECEIVED AT THIS OFFICE UNTIL

4/12/83

PAGE

rine Contractor and his sub-contractors, if any, shall not dis-criminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect

to his hire, tenure, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his race, color, religion, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the con-

REQUEST FOR QUOTATION THIS IS NOT AN ORDER

PLEASE QUOTE BELOW LOWEST PRICES, WHICH MUST INCLUDE ALL DELIVERY CHARGES (INCLUDING FREIGHT, PARCEL POST AND EXPRESS) UNLESS OTHERWISE SPECIFIED, FOR PURCHASING MERCHANDISE OR SER-VICE DESCRIBED BELOW.

QUOTATIONS WILL BE OPENED IN ACCORDANCE TO RULES AND REGULATIONS ON THE REVERSE SIDE OF THIS SHEET. RESPECTFULLY,

TINU - YTITAKUD DESCRIPTION UNIT PRICE MON-DIRECTIONAL BEACON INSTALLED AT SMITH FIELD PER Pmt ATTACHED SPECS. OR THE EQUIVALENT 1 Model SS-250C Radiobeacon \$ 2,855.00 PC-1000 Antenna Coupler 1,485.00 Minimum Spare Parts Kit 170.00 50 Guyed Mast Antenna 1,865.00 Counterpoise (Ground) System
PLEASE SEND LITERATURE ON THE TYPE QUOTING AND COMPLETE 1 330.00 MR-7 Monitor/Alarm Receiver w/Loop Antenna BREAKDOWN OF PRICING 985.00 INSTALLATION 2,785.00 TOTAL EQUIPMENT F.O.B. FORT WAYNE, \$10,475.00 RECEIVED PURCHASING DEPT QUOTED: \$ 10, 475.00 F.O.B. Fort Wayne, IN BRAND: Southern APR 11 1998 VERY: 45 Days ARO AN 9 10 11 2 1 2 3 4 5 6 A THIS IS ONLY AN INVITATION TO QUOTE AND NOT AN ORDER. THE ABOVE QUOTES ARE SUBMITTED IN ACCORDANCE WITH THE REGULATIONS ON THE REVERSE SIDE OF THIS SHEET.

SIGNATURE OF BIDDER:

James Sitton, Sales Mánager SOUTHERN AVIONICS COMPANY

DATE: 4-6-83

VENDOR &

SOUTHERN AVIONICS COMPANY

MANUFACTURERS OF LOW FREQUENCY RADIOBEACONS AND ASSOCIATED PRODUCTS



April 6, 1983

City of Fort Wayne Dept. of Purchases Room 940 City-County Bldg. One Main Street Fort Wayne, IN 46802

Gentlemen:

Thank you for your invitation to bid for the supply and installation of a non-directional radiobeacon for Smith Field.

In response to your invitation we propose the following:

Southern Avionics Company will supply its 25 watt carrier power radiobeacon Model SS-250C, Minimum Spare Parts Kit, PC-1000 Antenna Coupler, 50' Mast Antenna complete with Counterpoise System and MR-7 Monitor Alarm Receiver delivered to, and installed at Smith Field for the total sum of \$10,475.00.

This bid is based on the following:

- The owner will provide a site that is cleared and mowed. The soil must permit normal trouble-free trenching to a depth of 18 inches using a "Ditch Witch" or similar trenching machine.
- 2. A source of 115 V.A.C. power at 20 amps will be brought by the owner to a point within 200 feet of the NDB site. Further, S.A.C. will not be responsible for further routing of the A.C. supply line under any runways, taxiways, roadways or similar obstructions.
- 3. The owner will identify and mark any underground wires, pipes, or other obstructions in the vicinity of the NDB site. S.A.C. will not be responsible for damage to any unmarked underground facilities.
- Warranty service will be provided under the terms and conditions of Southern Avionics Company's normal factory warranty, a copy of which is enclosed.

April 6, 1983 Page 2 City of Fort Wayne, Indiana



- 5. Equipments to be provided under this contract are standard shelf items and their installation is simple and straightforward. Therefore, Southern Avionics Company will provide no drawings or engineering data other than those attached and the normal technical reference manuals supplied with the equipment.
- 6. It will be the owner's responsibility to perform final installation of the MR-7 Monitor Alarm Receiver. S.A.C. will tune and demonstrate operation of the monitor. The receiver is a desk top model, so the only installation required is the mounting of the outside antenna and routing of the coaxial cable between the receiver and antenna. The antenna is a 2 ft.x 2 ft. loop and a suitable mounting bracket is supplied as standard.

The enclosed quotation includes the equipment required for a basic NDB system. As you can see by the enclosed price list, several options such as a battery standby unit, shelter, etc. are also available. If these options are selected, the installation price will increase slightly. Please contact S.A.C. if you would like quotations on these options.

Thank you again for your invitation to bid. We look forward to your favorable reply.

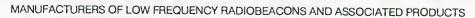
Very truly yours

James Sitton Sales Manager

JS/dc

Enclosures

SOUTHERN AVIONICS COMPANY





Quote To: City of Fort Wayne Dept. of Purchases Room 940 City-County Bldg. One Main Street Fort Wayne, IN 46802

Quotation will remain valid until June 15, 1983 on all items scheduled for shipment within 45 days after receipt of order.

Quote Date: April 5, 1983

Terms: Net 30 days

Quote No: 773

Ship Via: Motor Freight F.O.B. Fort Wayne, Indiana

Equipment Packed for Domestic or

Air Export Shipment

Shipment can be expected within 45 days after receipt of an order with frequency assignment and identification code.

QUOTATION

QUANTITY	DESCRIPTION	UNIT PRICE
l ea. l ea. l ea. l ea. l ea.	Model SS-250C Radiobeacon PC-1000 Antenna Coupler Minimum Spare Parts Kit 50' Guyed Mast Antenna Counterpoise (Ground) System MR-7 Monitor/Alarm Receiver w/ Loop Antenna Installation	\$ 2,855.00 1,485.00 170.00 1,865.00 330.00 985.00 2,785.00
	TOTAL F.O.B. FORT WAYNE, INDIANA	\$10,475.00

Southern Avionics Company

James Sitton, Sales Manager

1.1 SPECIFICATIONS: SS-250C.

QUALIFICATIONS: Meets applicable requirements of the Federal Aviation Administration (FAA), Federal Communications Commission (FCC), and International Civil Aviation Organization (ICAO).

FREQUENCY: 190 - 625 KHz.

FREQUENCY CONTROL AND STABILITY: Crystal controlled, stability is 0.01% (-45° to +70°C), 0.005% (-10° to +70°C), 0.001% (0° to +40°C).

TYPE OF EMISSION: 1.12A9 (A2H) - Dual Carrier, one carrier runs continuously with modulation accomplished by adding the keyed second carrier. Output waveform is amplitude modulated. Can also be used in AO or Al.

POWER OUTPUT: 5 to 25 watts continuously adjustable into a 50 ohm load. Power increases during modulation.

MODULATION: Keyed 400 Hz or 1020 Hz tone, International Morse Code, any combination of letters or numerals. Modulation percentage adjustable from 80-100 percent.

BANDWIDTH: Either 400 or 1020 Hz depending on tone frequency.

HARMONIC DISTORTION: All harmonics are more than 57 db below the 25 watt carrier, measured at a dummy antenna simulating a SAC Mast Antenna.

CIRCUIT PROTECTION: Lightning protection on power line and antenna connection. Circuit breaker in power line. Fuse in power line to final circuit. Zener protection and fuses on transistors in final circuit. Special current and voltage limiting circuit on 50V DC line.

METERING: RF output power, DC current in one of the final transistors, DC voltmeter, reflected power.

WORKING CONDITIONS: Continuous unattended operation in the following environments: Ambient temperature, -50° to $+70^{\circ}$ C; Relative humidity, 0-100%; High salinity as encountered in offshore conditions.

AUTOMATIC SHUTDOWN: Transmitter shuts down with loss of tone or continuous tone, or extreme distortion due to a change in load, or when power falls below a preset value.

INPUT POWER: 115/230 VAC $\pm 20\%$, 50/60 Hz, 100 watts maximum, or 48 VDC, 1.5 amperes maximum.

EMERGENCY BATTERY SUPPLY: When emergency batteries are used, the transmitter automatically keeps the batteries charged when AC power is available, and automatically switches to batteries on loss of AC power. Four 105 AH deep cycle (marine type) 12V batteries, such as Gould AP-105, will operate the SS-250C for approximately 63 hours.

INSTALLATION REQUIREMENTS: The SS-250C is supplied in a weatherproof enclosure. The SS-250C and the antenna coupler are suitable for pole mounting out-of-doors.

DIMENSIONS:	RADIOBEACON	ANTENNA COUPLER
Height	26 in/66 cm	24 in/61 cm
Width	14 in/36 cm	20 in/51 cm
Depth	9 in/23 cm	20 in/51 cm
Weight	45 lbs/20 kgs	46 lbs/21 kgs
Packaged weight for air shipment	65 lbs/29 kgs	80 lbs/36 kgs



RADIOBEACON MODEL SS-250C FOR LAND INSTALLATION-U.S. AIRPORTS Carrier Power variable up to 25 Watts, Peak Power to 65 Watts Cost of Equipment - F.O.B. Beaumont, Texas, USA

Radiobeacon Model SS-250C
Total Radio Equipment Costs (excl. antenna) 160 lbs \$ 5,495
ANTENNA
Mast Antenna 50 (15.2m) Guyed
Total Mast Antenna With Counterpoise 635 lbs \$ 2,195
Symmetrical "T" Antenna Overhead Portion 35 lbs \$ 360 Counterpoise (Ground) System
Total Without Supporting Towers
Total Symmetrical "T" Antenna and Supporting Towers 920 lbs \$ 3,540
Packaged SUMMARY Weight TOTAL
Total Radio Equip. with Mast Ant. Complete 795 lbs \$ 7,690 Total Radio Equip. with Sym. "T" w/o Supports 310 lbs \$ 6,185 Total Radio Equip. with Sym. "T" and Towers 1080 lbs \$ 9,035
OPTIONAL Packaged Weight TOTAL
Add'l Spares including printed circuit boards complete with components
Unlighted towers for Sym. "T" Antennas come complete w/hardware and guy wires cut to length.

MODEL SS-250C TRANSMITTER

MINIMUM SPARE PARTS KIT

QTY.	PARTS TO REPAIR	UNIT PRICE	TOTAL AMT.
6 ea.	Transistor 2N3711	\$ 1.50	\$ 9.00
2 ea.	Transistor 2N3702	1.50	3.00
l ea.	Transistor 2N2270	2.50	2.50
2 ea.	Transistor 2N3440	3.00	6.00
2 ea.	Transistor 2N5672 (Matched).	30.00	60.00
l ea.	Transistor 2N2222	1.50	1.50
l ea.	Transistor 2N2405	2.00	2.00
2 ea.	Resistor 2K, 3.25W, 995-3A, #4430	3.00	6.00
2 ea.	Resistor 1 Ohm, 5W, 453E1R05	6.00	12.00
2 ea.	Crystals	17.50	35.00
l ea.	Box Fuses, 2 amp	1.00	1.00
3 ea.	Diode 1N662	1.50	4.50
2 ea.	Diode 1N4816	2.00	4.00
l ea.	Diode 1N1203R or ST240N	6.00	6.00
l ea.	Diode 1ZM13T5 or 1N4743A	3.00	3.00
2 ea.	Transzorb 1N5658A	15.00	30.00
2 ea.	Capacitor MMW-2W1	3.00	6.00
l ea.	Unijunction 2N2646	3.00	3.00
l ea.	Thermistor 2D904	6.00	6.00
l ea.	Circuit Breaker 44-100-P10 .	8.00	8.00
Total	(If purchased separately, \$208.50))	\$170.00

CORNING

Technical Products Division Corning Glass Works Corning, New York 14831 Tel: 607-974-9000

April 13, 1983

City of Fort Wayne
Department of Purchases
Number One East Main Street
Room 940
Fort Wayne, IN 46802

ATTN: Carol Offerle

Dear Carol:

Thank you for the opportunity to quote on installing a non-directional beacon at Smith Field.

Unfortunately, we would have no interest in quoting since Corning Glass Works manufactures only component parts for beacons.

My recommendation would be that you request quotes from Crouse-Hinds which, apparently, you have done. Other suggestions would be:

Hughey-Phillips 3050 N. California Street Burbank, CA 91504

Unarco Industries 6718 W. Plank Road Peoria, IL 61600

Sincerely yours,

S. L. Burt

Materials Department

g10326

RECEIVED
PURCHASING DEPT.

APR 25 1983

14 P# 7,8,9,10,11,12,1,2,3,4,5,6 City of Fort Wayne
Department of Purchases
Room 940 City-County Bldg.
One East Main St.
Fort Wayne, IN 46802

MANAIRCO INC. P. O. Box 111 Mansfield, Ohio 44901 (419) 524-2121

SUBJECT:

April 07, 1983

MESSAGE

Dear Sirs,

We are unable to bid on the enclosed copy of bid # 773. We have forwarded this bid however to Aviation Systems, Inc. in Kansas City, \mod as they will be able to quote on the listed equipment.

Please keep us on your bid list for future quotations. Thank you.

ATE		Dianna Wolford Lombardo Office Manager
	REPLY	
		PD. 12753 Overland Park RA
	Dave Ferron. 913-648-5313	66212
	QQQ 48-5313	SIGNED

FORM 1105 REGENT FORMS, BELLMAWR, N.J. 08030

LETTER-LIMINATOR

RECIPIENT: RETAIN WHITE COPY, RETURN PINK COPY

BILL NO.	
REPORT OF THE	COMMITTEE ON FINANCE
WE, YOUR COMMITTEE ON FINANCE approving Civil City P	TO WHOM WAS REFERRED AN archase Order #A-27387 by the City
of Fort Wayne by and through its	Board of Aviation and the Departmen
of Puchasing with Aviation System	ms, Inc.
HAVE HAD SAID ORDINANCE UNDER CONS	
MARK E. GiaQUINTA, CHAIRMAN	Mark & Gir Gunta
JAMES S. STIER, VICE CHAIRMAN	Justa
JANET G. BRADBURY	Janet G. Bradbury
SAMUEL J. TALARICO	Jamuel I. Talarico
DONALD J. SCHMIDT	

S-83-07-03

Concurred in 7-28

DIGEST SHEET

TITLE OF ORDINANCE Special Ordinance 1-13-07-03
DEPARTMENT REQUESTING ORDINANCE Purchasing
SYNOPSIS OF ORDINANCE An ordinance approving the awarding of the quote with
respect to the purchase of a non-directional beacon installed at Smith Field
for the Board of Aviation of the City of Fort Wayne, Indiana.
EFFECT OF PASSAGE The purchase of said beacon will provide needed equipment
for Smith Field.
EFFECT OF NON-PASSAGE Needed beacon will not be purchased.
MONEY INVOLVED (Direct Costs, Expenditures, Savings) Aviation Systems, Inc
\$14,420.00
ASSIGNED TO COMMITTEE (President)